

an office in Chicago, that it provides life or property insurance for its customers, and that any sales contract is inoperative unless approved by the signatory's spouse. The order also prohibits deceptive pricing tactics, using the words "Junior Institute" and "Complete Ten Year Educational Plan," and delivering unordered volumes and attempting to collect for them.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Richard A. Romain, an individual trading as Educational Service Co., or under any other trade name or names, and respondent's agents, representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of encyclopedias, children's books, or other books or supplementary services in connection therewith, or any other articles of merchandise or services in connection therewith in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that:

(a) Respondent's agents representatives or employees are visiting the homes of families for the purpose of conducting tests or surveys or for any other purpose other than the sale of books or supplementary service connected therewith; or misrepresenting, in any manner, the nature or purpose of any prospective customer or customer contact or solicitation.

(b) Any encyclopedias, books, supplements, publications or supplementary service in connection therewith are "free" or in any sense a gratuity when in fact payment therefor is included in the total price to be paid by the purchaser.

(c) Said encyclopedias, books, products or services are being offered for sale or sold on special or favorable terms or conditions as a part of an advertising or promotional plan or program.

(d) Any price at which respondent's encyclopedias, books, supplements, publications or supplementary service in connection therewith or other products are offered for sale, is a special or reduced price unless such price constitutes a substantial reduction from the price at which such publications were sold in substantial quantities for a reasonably substantial period of time by the respondent in the recent regular course of his business; or representing that any price is an introductory price unless such price is substantially less than the price to which the respondent in good faith intends to increase the price and that within a reasonable period thereafter such price was in fact so increased.

(e) Respondent has an office or place of business in the city of Chicago, Ill., or any other locality other than the place or places whereat he actually conducts his business.

(f) That respondent provides customers with credit life insurance at no additional charge; or misrepresenting in any manner that respondent provides

life insurance in any form for purchasers of his products or services.

(g) That respondent provides customers with a Property Insurance Certificate at no additional charge; or misrepresenting in any manner that respondent provides any type of property insurance for purchasers of his products or services.

(h) That no obligation would exist under a sales transaction on the part of a purchaser until approval of said transaction by the signatory's spouse.

(i) That no obligation would exist under a sales transaction on the part of the purchaser until subsequent receipt of a deposit by the respondent from the purchaser.

2. Misrepresenting in any manner, either orally or in writing, the monthly installment costs, the total contract cost, the terms, conditions or provisions of any contract of sale between respondent and a purchaser or prospective purchaser of respondent's products or services.

3. Using the words "Junior Institute" or any abbreviation or simulation thereof, or any other word or words of similar import, or misrepresenting, in any manner, the nature, character or affiliation of respondent's business.

4. Using the words "Complete Ten Year Educational Program" or any other word or words of similar import, or misrepresenting, in any manner, the nature or character of respondent's sales offer or respondent's participation therein after the sale is completed.

5. Sending or delivering said encyclopedias, books, products or services to any person, firm or corporation who or which has not entered into a written contract or agreement to receive them.

6. Attempting to enforce payment in any manner, for said encyclopedias, books, products or services from any person, firm or corporation who or which has not entered into a written agreement to receive and purchase them.

7. Failing to deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of respondent's products or services and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

Provided however, That the prohibitions of this order will not be applicable to any service rendered by the respondent in his capacity as a lawyer or attorney at law in his formal practice of law.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: June 23, 1970.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 70-9524; Filed, July 23, 1970;
8:45 a.m.]

Title 31—MONEY AND FINANCE: TREASURY

Chapter V—Office of Foreign Assets Control, Department of the Treasury

PART 520—FOREIGN FUNDS CONTROL REGULATIONS

Deletions From Lists of Scheduled Securities

The List of Foreign Scheduled Securities appended to § 520.205 (General Ruling No. 5) is hereby amended by the deletion of the following securities:

Brazil, United States of—External Sinking Fund, Gold, 6½ % Loan of 1926, due Oct. 1, 1957:

\$500—Bonds Numbered D700 and D1165 with Coupons Attached.

Dominican Republic Customs Administration—20-Year, 5½ %, Gold Loan of 1922-6, due 1991:

\$1,000—No. 5760.

The List of Domestic Scheduled Securities appended to § 520.205b (General Ruling No. 5B) is hereby amended by the deletion of the following securities:

Atchison, Topeka and Santa Fe Railroad Co. (The)—General Gold, 4 %, due 1995:

\$1,000—No. 70552 and No. 70098.

Central Pacific Railway Co.—First Refunding Gold, 4 %, due 1949:

\$1,000—Bonds Nos. 24078; 43317.

Cities Service Co.—5 % Gold Debentures, 1958:

\$1,000—No. 1063 and No. 1967.

Cities Service Co.—Refunding 5 % Gold Debentures, 1963:

\$1,000—No. 16523.

Cities Service Co.—5 % Gold Debenture, 1969:

\$1,000—Nos. 15205; 25551; and 45665.

Southern Pacific Co.—4½ %, 40-Year Gold Bonds, due 1969:

\$1,000—No. 60757.

Southern Railway Co.—4 % Development and General Mortgage Bonds due 1956:

\$1,000—Nos. 4570; 6598; 12679; 20246; 27459; and 37530.

State of Missouri—Series I, 4¼ % Road Bond, due Mar. 1, 1944:

\$1,000—No. 3412.

[SEAL] MARGARET W. SCHWARTZ,

Director,

Office of Foreign Assets Control.

[F.R. Doc. 70-9570; Filed, July 23, 1970;
8:49 a.m.]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter I—National Park Service, Department of the Interior

PART 7—SPECIAL REGULATIONS, AREAS OF THE NATIONAL PARK SERVICE

Yellowstone National Park, Wyo.; Boating

A proposal was published at page 6075 of the FEDERAL REGISTER of April 14, 1970, to amend § 7.13 of Title 36 of the Code of Federal Regulations by the revision of

paragraphs (d), (11), and (12). The effect of the amendment is to clarify existing regulations governing boats and to stipulate specific areas in, or adjacent to, marina developments wherein the beaching of vessels is prohibited. In addition, the effect is to eliminate vessels from that portion of the Yellowstone Lake to a point 300 yards downstream from Fishing Bridge, as the boat dock at that vicinity has been removed, and consequently the need for boat access no longer exists. The outlet of Yellowstone Lake is presently marked very adequately with buoys to define this point.

Interested persons were given 30 days within which to submit written comments, suggestions, or objections with respect to the proposed amendment. No objections or unfavorable comments or suggestions have been received, and the proposed amendment is hereby adopted without change and is set forth below.

Due to the pressing need for these regulations, this amendment shall take effect on the date of its publication in the FEDERAL REGISTER.

(5 U.S.C. 553; 39 Stat. 535; 16 U.S.C. 3; 23 Stat. 73, as amended, 16 U.S.C. 26)

Section 7.13 is amended to read as follows:

§ 7.13 Yellowstone National Park.

(d) Boats. * * *

(11) *Restricted landing areas.* (i) Prior to July 1 of each year, the landing of any vessel on the shore of Yellowstone Lake between Trail Creek and Beaverdam Creek is prohibited, except upon written permission of the Superintendent.

(ii) The landing or beaching of any vessel on the shores of Yellowstone Lake (a) within the confines of Bridge Bay Marina and the connecting channel with Yellowstone Lake, and (b) within the confines of Grant Village Marina and the connecting channel with Yellowstone Lake is prohibited except at the piers or docks provided for the purpose.

(12) *Restricted waters.* (i) Vessels are prohibited on the following lakes and lagoons:

- (a) Sylvan Lake.
- (b) Eleanor Lake.
- (c) Twin Lakes.
- (d) Beach Springs Lagoon.

(ii) Vessels are prohibited on park streams (as differentiated from lakes and lagoons), except on the channel between Lewis Lake and Shoshone Lake, which is open only to hand-propelled vessels.

(iii) The following lake waters shall be open only to hand-propelled vessels:

- (a) Shoshone Lake.

(b) The following portion of Flat Mountain Arm of Yellowstone Lake: West of a line beginning at a point marked by a monument located on the south shore of the Flat Mountain Arm and approximately 10,200 feet easterly from the southwest tip of the said arm, said point being approximately 44°22'13.2" N. latitude and 110°25'07.2" W. longitude, then running approximately 2,800 feet due north to a point marked by a monument located on the north shore of the Flat Mountain Arm, said

point being approximately 44°22'40" N. latitude and 110°25'07.2" W. longitude.

(c) The southernmost 2 miles of the south and southeast arms of Yellowstone Lake, as more fully described in subdivision (vi) of this subparagraph.

(iv) Motorboats are permitted on Lewis Lake and on Yellowstone Lake except as restricted by subdivision (vi) of this subparagraph.

(v) Motorboats are prohibited on all waters of the park other than those named in subdivision (iv) of this subparagraph.

(vi) The operation of motorboats on Yellowstone Lake within the south arm and the southeast arm shall be confined to areas known as "Five Mile Per Hour Zones," being generally waters between the following described lines in the south arm and southeast arm, but specifically excluding the southernmost 2 miles of both arms which are open only to hand-propelled vessels.

(a) In the south arm: That portion between the following two lines:

(1) A line beginning at Plover Point, and running generally east to a point marked by a monument on the northwest tip of the peninsula common to the south and southeast arms; and

(2) A line beginning at a point marked by a monument located on the west shore of the south arm, approximately two (2) miles north of the cairn which marks the extreme southern extremity of Yellowstone Lake in accordance with the Act of Congress establishing Yellowstone National Park; said point being approximately in latitude 44°18'22.8" N., at longitude 110°20'04.8" W., Greenwich Meridian, from which the line runs due east to a point on the east shore of the south arm marked by a monument. Operation of motorboats south of the latter line is prohibited.

(b) In the southeast arm: That portion between the following two lines:

(1) A line beginning at a point marked by a monument on the northwest tip of the peninsula common to the south and southeast arms and running generally east to a point marked by a monument at the mouth of Columbine Creek; and

(2) A line beginning at a point marked by a cairn which marks the extreme eastern extremity of Yellowstone Lake, in accordance with the Act of Congress establishing Yellowstone National Park; said point being approximately in latitude 44°19'42.0" N., at longitude 110°12'06.0" W., Greenwich Meridian, from the line which runs westerly to a point on the west shore of the southeast arm, marked by a monument, said point of arrival being approximately in latitude 44°20'03.6" N., at longitude 110°16'19.2" W., Greenwich Meridian. Operation of motorboats south of the latter line is prohibited.

(vii) The operation of vessels within the "Five Mile Per Hour Zones" shall be subject to the following limitations:

(a) Motorboats shall satisfy the flame arrester requirements of the Motorboat Act of April 25, 1940, as amended (46 U.S.C. 526i), and the regulation at 46 CFR 25.35-1(a).

(b) A speed of 5 miles per hour shall not be exceeded.

(c) Class 1 and Class 2 motorboats shall proceed no closer than one-quarter (1/4) mile from the shoreline except to debark or embark passengers, or while moored when passengers are ashore.

(viii) Written authority for a motorboat to enter either or both the south arm or the southeast arm "Five Mile Per Hour Zones" shall be granted to an operator thereof on application subject to the following:

(a) Prior to commencing a trip into either "Five Mile Per Hour Zone," the operator will complete and file with the Superintendent a form statement showing:

(1) Length, make and number of motorboat.

(2) Type (inboard, inboard-outboard), turbo-jet make and horsepower rating of motor.

(3) Name and address of head of party.

(4) Number of people in party.

(5) Number of nights planned to spend in each "Five Mile Per Hour Zone."

(6) Whether party will remain overnight on board the motorboat or in campgrounds on shore.

(b) Within 24 hours after having completed a motorboat trip which included a permitted entry into a "Five Mile Per Hour Zone," the operator shall file with the Superintendent a trip report stating:

(1) Which of the "Five Mile Per Hour Zones" were visited.

(2) The number of nights the party camped on shore and the places where this camping took place.

(ix) The disturbance in any manner or by any means of the birds inhabiting or nesting on either of the islands designated as "Molly Islands" in the southeast arm of Yellowstone Lake is prohibited; nor shall any vessel approach the shoreline of said islands within one-quarter (1/4) mile.

(x) Water skiing, boat racing, towing of aircraft, water pageants, and spectacular or unsafe types of recreational use are prohibited on all park waters.

(xi) These restrictions shall not apply to vessels operated for administrative purposes or in emergencies.

JACK K. ANDERSON,
Superintendent,
Yellowstone National Park, Wyo.

[F.R. Doc. 70-9530; Filed, July 23, 1970;
8:46 a.m.]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration PART 4—SCHEDULE FOR RATING DISABILITIES

Prestabilization Rating From Date of Discharge From Service

In Part 4, § 4.28 is revised to read as follows:

§ 4.28 Prestabilization rating from date of discharge from service.

The following ratings may be assigned, in lieu of ratings prescribed elsewhere, under the conditions stated for disability from any disease or injury. The prestabilization rating is not to be assigned in any case in which a total rating is immediately assignable under the regular provisions of the schedule or on the basis of individual unemployability. The prestabilization 50-percent rating is not to be used in any case in which a rating of 50 percent or more is immediately assignable under the regular provisions.

Rating

Unstabilized condition with severe disability—	
Substantially gainful employment is not feasible or advisable—	100
Unhealed or incompletely healed wounds or injuries—	
Material impairment of employability likely—	50

NOTE (1). Veterans Administration examination is not required prior to assignment of prestabilization ratings; however, the fact that examination was accomplished will not preclude assignment of these benefits. Prestabilization ratings are for assignment in the immediate postdischarge period. They will continue for a 12-month period following discharge from service. However, prestabilization ratings may be changed to a regular schedular total rating or one authorizing a greater benefit at any time. In each prestabilization rating an examination will be requested to be accomplished not earlier than 6 months nor more than 12 months following discharge. In those prestabilization ratings in which following examination reduction in evaluation is found to be warranted, the higher evaluation will be continued to the end of the 12th month following discharge or to the end of the period provided under § 3.105(e) of this chapter, whichever is later. Special monthly compensation should be assigned concurrently in these cases whenever records are adequate to establish entitlement.

NOTE (2). Diagnosis of disease, injury, or residuals will be cited, with diagnostic code number assigned from this rating schedule for conditions listed therein.

(72 Stat. 1125; 38 U.S.C. 355)

This VA regulation is effective the date of approval.

Approved: July 20, 1970.

[SEAL] DONALD E. JOHNSON,
Administrator of Veterans Affairs.

[F.R. Doc. 70-9551; Filed, July 23, 1970;
8:48 a.m.]

Title 50—WILDLIFE AND FISHERIES

Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

PART 32—HUNTING

Arrowwood National Wildlife Refuge, N. Dak.

The following special regulations are issued and are effective on date of publication in the FEDERAL REGISTER.

§ 32.32 Special regulations; big game; for individual wildlife refuge areas.

NORTH DAKOTA

ARROWWOOD NATIONAL WILDLIFE REFUGE

Public hunting of deer on the Arrowwood National Wildlife Refuge, N. Dak., is permitted only on the area designated by signs as open to hunting. This open area, comprising 15,900 acres, is delineated on a map available at the refuge headquarters and from the Regional Director, Bureau of Sport Fisheries and Wildlife, Federal Building, Fort Snelling, Twin Cities, Minn. 55111. Hunting shall be in accordance with all applicable State regulations covering the hunting of deer subject to the following conditions:

(1) Hunting with guns is not permitted.

(2) The open season for hunting deer on the refuge is from 12 m. to sunset on August 28, 1970, and from sunrise to sunset August 29, 1970, through September 30, 1970.

The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 32, and are effective through September 30, 1970.

ARNOLD D. KRUSE,
Refuge Manager, Arrowwood
National Wildlife Refuge,
Edmunds, N. Dak.

JULY 17, 1970.

[F.R. Doc. 70-9529; Filed, July 23, 1970;
8:46 a.m.]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 5A—Federal Supply Service, General Services Administration ASSIGNMENT OF CLAIMS

Chapter 5A of Title 41 is amended as follows:

PART 5A-7—CONTRACT CLAUSES

Subpart 5A-7.1—Fixed-Price Supply Contracts

Section 5A-7.101-8 is revised to read as follows:

§ 5A-7.101-8 Assignment of claims.

See Subparts 1-30.7 of this title and 5A-30.7 of this chapter for contract clauses relating to assignment of claims.

PART 5A-30—CONTRACT FINANCING

Chapter 5A is amended by the addition of new Part 5A-30, as follows:

Subpart 5A-30.7—Assignment of Claims

Sec.	
5A-30.702	Conditions governing assignment of claims.
5A-30.702-70	Requirements-type and indefinite quantity contracts.
5A-30.703	Contract clause—assignment of claims.

Sec.	
5A-30.703-70	Requirements-type and indefinite quantity contracts for use by more than one agency.
5A-30.703-71	Definite quantity contracts and requirements-type or indefinite quantity contracts for use only by GSA.
5A-30.706	Procedures upon receipt of notice of assignment and instrument of assignment.
5A-30.706-70	Requirements-type and indefinite quantity contracts for use by more than one agency.
5A-30.706-71	Definite quantity contracts and requirements-type or indefinite quantity contracts for use only by GSA.

AUTHORITY: The provisions of this Part 5A-30 issued under sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c); 41 CFR Parts 5-1, 101(c).

Subpart 5A-30.7—Assignment of Claims

§ 5A-30.702 Conditions governing assignment of claims.

§ 5A-30.702-70 Requirements-type and indefinite quantity contracts.

Where more than one agency may be making payments under a requirements-type or indefinite quantity contract, it is necessary to restrict assignments of claims to individual orders placed thereunder in order to prevent confusion and delay in making payment. Thus, in such contracts, assignments shall be limited to each particular purchase order amounting to \$1,000 or more. However, this limitation is unnecessary in connection with requirements-type and indefinite quantity contracts which are under the sole administrative control of GSA.

§ 5A-30.703 Contract clause—assignment of claims.

§ 5A-30.703-70 Requirements-type and indefinite quantity contracts for use by more than one agency.

When entering into requirements-type or indefinite quantity contracts under which more than one agency may place orders, the following clause (Article 8 of GSA Form 1424) shall be included in the solicitation:

ASSIGNMENT OF CLAIMS

If this is a requirements or indefinite quantity contract under which more than one agency may place orders, Article 8(a) of Standard Form 32 is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, no claim or claims for all moneys due or to become due under this contract shall be assigned by the contractor; but it shall be permissible for the contractor to assign separately to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), all moneys due or to become due under any particular purchase order amounting to \$1,000 or more issued by any Government activity or agency under this contract. Any such assignment shall be effective only if and when the assignee thereof shall file written notice of the assignment together with a true copy of the in-

strument of assignment with the officer issuing such purchase order, in addition to complying with the filing requirements set forth in clause 4 of the proviso in said Act, as amended. Notwithstanding any other provisions of this contract, payments to an assignee of any moneys due or to become due under any purchase order assigned as provided herein shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

§ 5A-30.703-71 Definite quantity contracts and requirements-type or indefinite quantity contracts for use only by GSA.

When entering into definite quantity contracts and requirements-type or indefinite quantity contracts under which only GSA may place orders, the clause prescribed in § 5A-30.703-70 (Article 8 of GSA Form 1424) is inapplicable. Therefore, the Assignment of Claims clause set forth in Article 8(a) of Standard Form 32 and § 1-30.703 of this title will apply, and assignments of total amounts due or to become due under definite quantity contracts and requirements-type and indefinite quantity contracts for use only by GSA shall be honored if in proper form.

§ 5A-30.706 Procedures upon receipt of notice of assignment and instrument of assignment.

§ 5A-30.706-70 Requirements-type and indefinite quantity contracts for use by more than one agency.

Upon receipt of a notice of assignment together with a true copy of the instrument of assignment by the FSS office that issued the purchase order under the contract, the appropriate ordering officer shall:

(a) Promptly furnish written notification of the pending assignment to the Accounts Payable Branch, Finance Division, OAD, of the appropriate accounting center;

(b) Secure written assurance from assigned counsel that both the notice and instrument of assignment (1) are in proper form, (2) are properly executed, and (3) are one that the contractor is entitled to make under the terms of the contract;

(c) Return three copies of the acknowledged notice of assignment to the assignee; and

(d) Promptly forward one copy of the notice together with a true copy of the instrument of assignment to the appropriate accounting center.

§ 5A-30.706-71 Definite quantity contracts and requirements-type or indefinite quantity contracts for use only by GSA.

(a) Where definite quantity contracts involve the issuance of one or more purchase orders, the contracting officer shall process any notice and instrument of assignment thereof as prescribed in § 5A-30.706-70.

(b) Where definite quantity contracts are utilized (1) to supplement and satisfy regional stores stock replenishment needs that exceed the MOL or monthly supply potential of term contracts or (2) to satisfy requirements that exceed the MOL of Federal Supply Schedule contracts, the contracting officer shall process any notice and instrument of assignment thereof in accordance with procedures prescribed in § 5A-30.706-70. The contracting officer shall also notify those Regional Chiefs, Procurement Division, or Chiefs, Inventory Management Division, as the case may be, who will issue orders against the contract, that all moneys due or to become due under the contract have been assigned. Such notification shall be furnished the appropriate regional divisions on GSA Form 1584, Contract Summary (see § 5A-76.201 of this chapter), concurrently with the

transmittal of copies of the notice and instrument of assignment to the accounting center, and shall include (i) the contract number, (ii) the assignee's name and address, and (iii) the assignment date.

(c) Where requirements-type or indefinite quantity contracts are for the sole use of GSA, the contracting officer shall process any notice and instrument of assignment thereof as prescribed in paragraph (b) of this section; however, notification of the assignment by means of GSA Form 1584 shall be furnished all appropriate regional division chiefs (see § 5A-76.201 of this chapter).

(d) Where ordering officers receive notices and instruments of assignment of claims relative to paragraph (a), (b), or (c) of this section concerning contracts or purchase orders prepared by another FSS office, the ordering officer shall return such documents to the contractor together with the name and address of the contracting officer or ordering officer to whom such notices and assignments should have been sent.

PART 5A-51—CONTRACT FINANCING

Part 5A-51, Contracting Financing, is deleted in its entirety.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c); 41 CFR 5-1, 101(c))

Effective date. These regulations are effective 30 days after the date shown below.

Dated: July 15, 1970.

H. A. ABERFELLER,
Commissioner,
Federal Supply Service.

[F.R. Doc. 70-9453; Filed, July 23, 1970; 8:45 a.m.]